

**MISSOURI STATE BOARD OF
REGISTRATION FOR THE HEALING ARTS
3605 Missouri Boulevard
P.O. Box 4
Jefferson City, MO 65102**

Petitioner,

v.

**CHRISTINE N. HEERLEIN
1111 Coronita Court
Fenton, MO 63026**

Respondent.

Case No. 2001-004205

SETTLEMENT AGREEMENT

Comes now Christine N. Heerlein, SLP, (Licensee) and the State Board of Registration for the Healing Arts (the Board) and enter into this Agreement for the purpose of resolving the question of whether Christine N. Heerlein's license as a speech pathologist will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo 2000.

1. Licensee acknowledges that she understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to

cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that she may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that she has been informed of her right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this

Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement or any portion thereof void or unenforceable.

5. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 345, 610, 620 and 621, RSMo 2000.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The Missouri State Board of Registration for the Healing Arts ("the Board") is an agency of the state of Missouri created and established pursuant to § 334.120, RSMo 2000, for the purpose of executing and enforcing provisions of Chapter 345, RSMo.

2. Christine Heerlein, SLP is licensed by the Board as a speech-language pathologist, License No. 00148, which was first issued on August 10, 1974. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. 4 CSR 150-4.052(1) provides that:

(1) Each licensee shall biennially complete and report at least thirty (30) hours of continuing education. A person holding licensure in both speech-language pathology and audiology shall biennially collect and report at least thirty (30) hours of continuing education in speech-language pathology and at least thirty (30) hours in audiology. The board shall not issue a renewal of a licensee's license certificate of registration unless the licensee documents completion of thirty (30) hours of continuing education in the immediately proceeding reporting period.

4. On a random audit, the name of Christine Heerlein, was selected to provide documentation for her continuing education (CE) credits for the period of January 1, 1999 to December 31, 2000.

5. The Board sent a letter advising Licensee that her name had been selected in a random audit to provide documentation of her CE hours for the period of January 1, 1999 to December 31, 2000. Licensee was requested to submit the required documentation verifying her continuing education to the Board.

6. Licensee failed to submit any documentation verifying attendance of any continuing education hours during the period of January 1, 1999 to December 31, 2000.

7. Licensee failed to obtain the required thirty hours of acceptable continuing education during the period of January 1, 1999 through December 31, 2000.

8. Licensee on her renewal application incorrectly indicated that she had satisfied the continuing education requirements during the period of January 1, 1999 through December 31, 2000.

9. The Board relied on the answers and information that Licensee provided in her renewal application when determining whether Licensee had met all the requirements for renewal and in determining whether her license should be renewed.

JOINT PROPOSED CONCLUSIONS OF LAW

1. Cause exists to discipline License's license under section 345.065.2(6) and (11)

RSMo 2000, which states in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by sections 345.010 to 345.080 or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

....

(6) Violation of, or assisting or enabling any person to violate, any provision of sections 345.010 to 345.080, or any lawful rule or regulation adopted pursuant to sections 345.010 to 345.080;

....

(11) Issuance of a certificate of registration or authority, permit or license based upon a material mistake of fact;

....

2. Cause exists for the Board to take disciplinary action against Licensee's license under § 345.065.2, RSMo 2000.

II.

JOINT AGREED ORDER

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of Section 621.110, RSMo 2000. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. The speech language pathology license, No. 00148, issued to Licensee is hereby VOLUNTARILY SURRENDERED. Licensee understands that this Agreement will be reported to the National Practitioner's Databank.

2. Within 10 days of the effective date of this Agreement, Licensee shall return all indicia of Missouri licensure to the Board, including but not limited to, her wall-hanging license and pocket card. If Licensee is unable to locate her license, she shall execute an affidavit so stating and shall forward the affidavit to the Board within 10 days of the effective date of this Agreement.

B. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC §1983, which may be based upon, arise out of, or relate to any of the

matters raised in this agreement, of from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

C. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

Christine N. Heerlein
Christine N. Heerlein Date
9-17-02

BOARD

Tina Steinman
Tina Steinman Date
Executive Director

JEREMIAH W. (JAY) NIXON
Attorney General

William S. Vanderpool
William S. Vanderpool Date
Assistant Attorney General
Missouri Bar No. 54185

Broadway State Office Building
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Jefferson City, MO 65102
(573) 751-1444
(573) 751-5660 Facsimile

Attorney for Licensee

Attorneys for Board

EFFECTIVE THIS 2 DAY OF October, 2002.